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No. 852

No. 15541

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United States
Court of Appeals
for the Ninth Circuit

BANK OF NEVADA,

Appellant,

vs.

UNITED STATES OF AMERICA,

Appellee.

Transcript of Record

Appeal from the United States District Court for the District of Nevada

Phillips & Van Orden Co., 870 Brannan Street, San Francisco, Calif.—6-14-57

FILED

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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NAMES AND ADDRESSES OF ATTORNEYS

MILTON W. KEEFER,
Suite 15-17 Cornet Bldg.,
Fourth and Fremont,
Las Vegas, Nevada,

For the Appellant.

CHARLES K. RICE,
Assistant U. S. Attorney General;

ELLIS N. SLACK,
Attorney, Department of Justice,
Washington 25, D. C.;

FRANKLIN P. RITTENHOUSE,
United States Attorney,
P.O. Box 1589,
Reno, Nevada;

GODFREY MUNTER,
Special Attorney,
Internal Revenue Service,
San Francisco, California,

For the Appellee.

In the United States District Court
for the District of Nevada

No. 135

UNITED STATES OF AMERICA,
Plaintiff,

vs.

BANK OF NEVADA,
Defendant.

COMPLAINT

The United States of America, Plaintiff, by its attorney, Franklin P. R. Rittenhouse, United States Attorney for the District of Nevada, alleges the following:

I.

This action has been authorized by the Commissioner of Internal Revenue of the United States and is brought under the direction of the Attorney General of the United States.

II.

This action arises under the Act of June 25, 1948, c. 646; 62 Stat. 933; U.S.C., Title 28, Sec. 1345, as hereinafter more fully appears.

III.

Defendant is a corporation organized and existing under the laws of the State of Nevada, with its principal place of business in Las Vegas, Nevada. [2*]

*Page numbering appearing at foot of page of original Certified Transcript of Record.

IV.

On or about November 15, 1954, withholding and Federal Insurance Contributions Taxes for the calendar year 1954 in the principal amount of $804.50 were assessed against J. D. Bentley, hereinafter referred to as taxpayer. A Notice of Federal Tax Lien pertaining to this assessment was filed with the Office of the County Recorder, Clark County, Nevada, on January 12, 1955.

V.

On or about March 1, 1955, Excise Taxes for the calendar year 1954 in the principal amount of $187.51 were assessed against taxpayer. A Notice of Federal Tax Lien pertaining to this assessment was filed with the Office of County Recorder, Clark County, Nevada, on June 13, 1955.

VI.

Subsequent to the assessments referred to above, the District Director of Internal Revenue gave notice to and made demand upon taxpayer for payment of such taxes, but taxpayer refuses to pay such taxes.

VII.

On June 10, 1955, the taxpayer had on deposit in an account with the defendant bank the sum of not less than $878.16.

VIII.

On June 10, 1955, a Notice of Levy, for the assessments described above plus statutory additions, in the total amount of $1,069.70 and a Warrant for

Distraint were served upon the Bank of Nevada, 102 Fremont Street, Las Vegas, Nevada.

IX.

On June 14, 1955, a Final Demand for payment of the [3] above-described Notice of Levy was served upon the Bank of Nevada, 102 Fremont Street, Las Vegas, Nevada.

X.

The defendant refuses to surrender the balance due in the taxpayer's bank account as of June 10, 1955, to the District Director of Internal Revenue, thereby rendering itself liable to the United States for such amount under the provisions of Section 6332 of the Internal Revenue Code of 1954 (26 U.S.C., Sec. 6332).

Wherefore, plaintiff prays for judgment against the defendant in the sum of $878.16 together with costs and interest as allowed by law, and for such further relief to which it may be justly entitled.

/s/ FRANKLIN P. RITTENHOUSE,
United States Attorney.

[Endorsed]: Filed Sept. 28, 1955. [4]

[Title of District Court and Cause.]

ANSWER

I.

Referring to Paragraphs I and II of Plaintiff's Complaint, Defendant alleges that it is without sufficient information or knowledge to form a belief as to the allegations contained therein.

II.

Defendant admits all of the allegations contained in Paragraph III of Plaintiff's Complaint on file herein.

III.

Referring to Paragraphs IV, V and VI of Plaintiff's Complaint, Defendant alleges that it is without sufficient information or knowledge to form a belief as to the allegations contained therein.

IV.

Defendant admits the allegations contained in Paragraphs VII, VIII, IX and X of Plaintiff's Complaint on file herein.

Affirmative Defense

I.

Defendant on or about June 10, 1955, and prior thereto, was the owner and holder of a demand note dated April 16, 1955, in the principal sum of

$2,000.00, with interest thereon at the rate of six per cent (6%) per annum, upon which there was due and owing a balance in the sum of $1,500.00, together with accrued interest, a copy of which is attached hereto marked Exhibit A and thereby made a part hereof.

II.

Defendant on or about February 28, 1955, and on or about [5] May 31, 1955, entered into written agreements with J. D. Bentley, its depositor and the taxpayer named in Plaintiff's Complaint, forming a part of said depositor's financial statement, which said agreements provided that in the event any deposit account of said depositor or any other property held by Defendant should be attempted to be obtained or held by writ of execution, garnishment, attachment, or other legal process, then all of the obligations of said depositor to the Defendant, at the option of Defendant, would become immediately due and payable without demand or notice. Copies of said agreements are attached hereto marked Exhibits B and C, respectively, and thereby made a part hereof.

III.

Defendant on June 10, 1955, exercised its lien or right of set-off against said depositor, J. D. Bentley, pursuant to the said demand note and said agreements, hereinabove described, and thereby set off or credited against said note the sum of $878.16 which said depositor had on deposit in an account with Defendant.

Wherefore, Defendant prays that Plaintiff take nothing by reason of its Complaint herein and that judgment be entered accordingly for Defendant.

/s/ MILTON W. KEEFER,
Attorney for Defendant Bank of Nevada.

[No exhibits to be printed.]

Receipt of copy acknowledged.

[Endorsed]: Filed Nov. 8, 1955. [6]

[Title of District Court and Cause.]

PRETRIAL ORDER

The above-entitled action having come on regularly for pretrial hearing on April 27, 1956, and the parties having appeared by their respective counsel of record; and the court having jurisdiction of both the subject matter and the parties; and the parties having advised the court that a complete agreement had been reached with respect to the material and relevant facts and that this agreement would be presented to the court in the form of a stipulation of facts and attached exhibits; and the parties having filed herewith such a stipulation with exhibits "A" through "H" attached, it is hereby ordered

1. That the stipulation of facts, with Exhibits "A" through "H" attached thereto, presents all

the factual data which the parties consider to be necessary to decision and that no further factual data will be adduced by the parties except upon request by the court. [7]

2. That, in accordance with the understanding reached at the hearing, this controversy involves conflicting claims to the sum of $878.16 which sum was on deposit in the taxpayer-debtor's checking account with the defendant when plaintiff on June 10, 1955, served a levy upon the defendant. Whether defendant is liable to plaintiff for this sum is the only issue here and the decision of that issue depends upon whether defendant's claimed right of set-off is superior to the rights of the plaintiff based on its lien and levy.

3. That the parties, within 60 days from the date of entry of this order, will submit briefs on the issue framed above and that thereafter, upon notification by the court, will present oral arguments in support of their contentions.

Dated Aug. 28, 1956.

/s/ ROGER T. FOLEY,
United States District Judge.

[Endorsed]: Filed Aug. 28, 1956. [8]

[Title of District Court and Cause.]

STIPULATION OF FACTS

1. This is a civil action for the collection of taxes; jurisdiction over this suit is granted by Sec-

tions 1340 and/or 1345 of Title 28, United States Code. This suit has been authorized by the Commissioner of Internal Revenue of the United States and has been brought under the direction of the Attorney General of the United States.

2. The defendant is a corporation organized and existing under the laws of the State of Nevada with its principal place of business in Las Vegas, Clark County, Nevada.

3. On November 15, 1954, certain Withholding and Federal Insurance Contributions Act taxes for the calendar year 1954 in the amount of $804.50 were assessed against J. D. Bentley of Las Vegas, Nevada, hereinafter referred to as the taxpayer. Thereafter, and on November 16, 1954, taxpayer was notified of this assessment and demand was made upon him to pay it, but he has refused to do so.

4. On January 12, 1955, a notice of tax lien pertaining to this assessment of Withholding and Federal Insurance [9] Contributions Act taxes was filed in the Office of the County Recorder, Clark County, Nevada. A copy of this notice is attached hereto and marked Exhibit "A."

5. On February 28, 1955, and on August 31, 1954, the taxpayer submitted to the Bank of Nevada financial statements, copies of which are attached hereto and marked Exhibits "B" and "B-1," respectively.

6. On March 1, 1955, certain federal excise taxes for the calendar year 1954 in the amount of $187.51 were assessed against the taxpayer, and on that same date the taxpayer was notified of this assessment and demand was made upon him to pay it, but he has refused to do so.

7. On April 16, 1955, J. D. Bentley and his wife, Doris L. Bentley, borrowed two thousand dollars from the Bank of Nevada and executed a promissory note in favor of the bank for that amount. A copy of this note is attached hereto and marked Exhibit "C."

8. On May 31, 1955, the taxpayer submitted to the Bank of Nevada another financial statement, a copy of which is attached hereto and marked Exhibit "D."

9. On June 10, 1955, the taxpayer had on deposit in an account with the Bank of Nevada the sum of not less than $878.16. A copy of the checking account maintained by the taxpayer under the name of Bentley's Trading Post showing the deposit of the loan proceeds on April 16, 1955, and other deposits and withdrawals for the period April 1, 1955, to September 6, 1955, is attached hereto and marked Exhibit "E." On that day (June 10, 1955), the District Director of Internal Revenue, through H. L. Collomb, collection officer, served a Notice of Levy, Form 668-A, upon the Bank of Nevada by delivering it to E. K. Phillips, Assistant Cashier, at 1:45 p.m. This Notice of Levy covered both of the as-

sessments [10] referred to above together with statutory additions thereto; a copy of the Notice of Levy is attached hereto and marked Exhibit "F."

10. On that same day, A. M. Smith, Vice-president and Manager of the First and Fremont Branch of the Bank of Nevada, wrote to H. L. Collomb, collection officer, as follows:

> "This will acknowledge receipt of your Notice of Levy against J. D. Bentley, which was served on our Mr. Phillips at 1:45 p.m. today.
>
> "I would like to take this opportunity to inform you that we have exercised our right to set off and applied the funds in this account to an unsecured indebtedness held at this bank; consequently, there are no funds available under your levy."

The "unsecured indebtedness" referred to in this letter was the balance of the note referred to above in paragraph seven, which, at the time of the levy, amounted to approximately $1,500.00.

11. On June 13, 1955, a notice of federal tax lien pertaining to the assessment of federal excise taxes was filed in the Office of the County Recorder, Clark County, Nevada. A copy of this notice is attached hereto and marked Exhibit "G."

12. On June 14, 1955, the District Director of Internal Revenue, through H. L. Collomb, collection officer, served a Final Demand, Form 668-C, upon the Bank of Nevada by delivering it to A. M. Smith, Vice-President and Manager of the First

Fremont Branch of the Bank of Nevada, at 11:10 a.m. A copy of this demand is attached hereto and marked Exhibit "H."

13. This suit was commenced in the United States District Court for the District of Nevada on September 28, 1955.

Date: August 16, 1956.

/s/ FRANKLIN RITTENHOUSE,
United States Attorney, and

HOWARD W. BABCOCK,
Assistant U. S. Attorney;

By /s/ HOWARD W. BABCOCK,
Attorneys for Plaintiff.

Date: August 28, 1956.

/s/ MILTON W. KEEFER,
Attorney for Defendant. [11]

Note

Pages 14 - 30
are on Card 2

[Title of District Court and Cause.]

SUPPLEMENTAL STIPULATION

It is hereby stipulated and agreed by the undersigned counsel of record for the Plaintiff and Defendant, that the following statement is true and should be added to the stipulation of facts filed on August 28, 1956, as paragraph 10a:

> The Bank of Nevada did, on the 10th day of June, 1956, subsequent to 1:45 p.m. of said day, exercise its right of set-off and applied the funds in this account to the taxpayers' unsecured indebtedness referred to in the Stipulation of Facts on file herein.

Date: Oct. 29, 1956.

/s/ FRANKLIN RITTENHOUSE,
United States Attorney, and

HOWARD W. BABCOCK,
Assistant U. S. Attorney;

By /s/ HOWARD W. BABCOCK,
Attorneys for Plaintiff.

Date: Oct. 2, 1956.

/s/ MILTON W. KEEFER,
Attorney for Defendant.

[Endorsed]: Filed Nov. 7, 1956. [12]

[Title of District Court and Cause.]

OPINION, FINDINGS OF FACT AND CONCLUSIONS OF LAW

The case was submitted upon stipulation of facts together with attached exhibits and supplemental stipulation filed November 7, 1956. The parties are in agreement as to the questions presented for determination; viz.:

1. Whether the defendant was in possession of property of the delinquent taxpayer which was subject to the tax lien sought to be levied against said bank deposits of the taxpayer, and

2. Whether a Federal tax lien on the bank account of a delinquent taxpayer is superior to the claimed right of set-off in the Bank by virtue of the taxpayer's note to the Bank executed after the tax lien arose, or by virtue of an agreement between the Bank and the taxpayer contained in a financial statement executed with the Bank before the tax lien arose.

However, the Bank's contentions are largely based upon its assumption that the taxpayer's note was payable at any time without demand.

In United States v. Graham, et al., 96 F. Supp. 318, 320, affirmed, State of California, et al., v. United States, 9 Cir., 195 F. 2d 530, Judge Harrison held:

"[4-6] The contention that there is no property against which the plaintiff's tax liens may be fore-

closed is without support. 'Congress [90] intended to subject all of the taxpayer's property, except that specifically exempt to the payment of taxes. "Property" is a word of very broad meaning and when used without qualification, may reasonably be construed to include obligations, rights and other intangibles, as well as physical things. "Property" within the tax laws should not be given a narrow or technical meaning.' Citizens State Bank of Barstow, Texas, v. Vidal, 10 Cir., 114 F. 2d 380, 382. * * *

"[7] There yet remains the question of whether or not the state may set off against its debt to the taxpayer the taxes owed by the taxpayer to the state. It is unquestioned that under Secs. 3672 and 3710(a), Title 26, U.S.C.A., the rights of the Collector do not extend beyond those of the taxpayer whose right to property is sought to be levied upon. U. S. v. Winnett, 9 Cir., 1947, 165 F. 2d 149. If the state had a right of set-off against the taxpayer prior to the United States' asserted lien and priority, the Collector would be bound to recognize the right of the state to set off.

"[8] The 1942 income tax assessment against the taxpayer, Warren C. Graham, was received by the Collector on March 23, 1945, more than a year and three months before the leases with the State of California were entered into. The tax due under this assessment is still due. Any money that accrued to the taxpayer under the lease with the state accrued with a lien impressed upon it. There was no

period of time in which the State of California's right of set-off could have been asserted against the debt to the taxpayer that the property was not impressed with the tax lien. In U. S. v. Winnett, supra, the right of set-off accrued before any tax liens arose."

The sum of $878.16 on deposit with defendant Bank in the account of the taxpayer was, at the time of the service of Notice of Levy by the District Director of Internal Revenue, property of Bentley, the taxpayer.

The financial statements, Exhibits "B" and "B-1," executed prior to the loan evidence by the note of April 16, 1955, each contained the following:

"The undersigned, for the purpose of procuring and establishing credit from time to time with you and to induce you to permit the undersigned to become indebted to you on notes, endorsements, guarantees, overdrafts or otherwise, furnishes the following as being a true and correct statement of the financial condition of the undersigned on the above date, and agrees to notify you immediately of the extent and character of any material change [91] in said financial condition, and also agrees that if the undersigned, or any endorser or guarantor of any of the obligations of the undersigned, at any time fails in business or becomes insolvent, or commits an act of bankruptcy, or if any deposit account of the undersigned with you, or any other property of the undersigned held by you, be at-

tempted to be obtained or held by writ of execution, garnishment, attachment or other legal process, or if any of the representations made below prove to be untrue, or if the undersigned fails to notify you of any material change as above agreed, then, and in such case, at your option, all of the obligations of the undersigned to you, or held by you, shall immediately become due and payable, without demand or notice. This statement shall be construed by you to be a continuing statement of the condition of the undersigned, and a new and original statement of all assets and liabilities upon each and every transaction in and by which the undersigned hereafter becomes indebted to you, until the undersigned advises in writing to the contrary."

Upon the above-quoted paragraph of the financial statements and the note of April 16, 1955, the Bank bases its claimed right of set-off. The note provided that:

"On Demand; if no demand is made then on August 14th, 1955, for value received, I promise to pay in lawful money of the United States of America, to the order of the Bank of Nevada * * * Two Thousand and no/100 Dollars. * * *"

"Although the maker of a demand note is not in default until he refuses payment until after demand therefor, it is generally held that a note payable on demand is due immediately, so that suit may be maintained on it at any time after delivery without any other demand than the suit. This rule may not

apply, however, where there is something on the paper or in the circumstances under which it was given to show that it was not the intention that it should become due immediately."

—10 C.J.S. 744, § 247b;
Sullivan v. Ellis,
8 Cir., 219 F. 696, citing 7 Cyc. 848, 849.

From the above-quoted portion of the note it appears that it was not the intention of the payee or the maker of the note that the same was to be due immediately upon delivery. It was the evident intention of the parties that the note was to become due August 14, 1955, unless in the meantime a formal demand by the Bank for payment was [92] made.

Defendant Bank, in its brief, states:

"* * * the bank had a right of set-off and thereby a lien upon any funds of the taxpayer on deposit with it, which arose prior in time to the date of November 15, 1954, which was the date upon which the tax lien arose. This lien of the bank was created by virtue of the financial statement dated August 31, 1954 (Exhibit B-1), wherein the bank was given the right by the depositor to apply any and all funds against any and all indebtedness of the taxpayer-depositor without demand and without notice to the taxpayer-depositor when and as certain conditions existed or came into being which jeopardized the claim of the bank under its promissory de-

mand note, and which materially changed the taxpayer's-depositor's financial condition."

On June 10, 1955, the taxpayer had on deposit with defendant Bank in a checking account the sum of $878.16. On November 15, 1954, Withholding and Federal Insurance Contribution Act taxes for the calendar year 1954 in the amount of $804.50 were assessed against the taxpayer. On March 1, 1955, Federal Excise taxes for the calendar year 1954, in the amount of $187.51, were assessed against the taxpayer.

On June 10, 1955, the District Director of Internal Revenue caused to be served upon the Bank a Notice of Levy covering both of the assessments. As has been noted, at the time of the service of the levy, no part of the obligation secured by the note was due and no contention is made that at that time the taxpayer was insolvent.

Therefore, the principles stated in the following quotation can have no application here:

"The propriety of allowing the offset is at once apparent, and, in view of the fact that the lessor had become insolvent, it is immaterial that under the terms of the least the return of the deposit was not yet due. In City Investment Company v. Pringle, 73 Cal. App. 782, 239, P. 302, the court reviewed the authorities relating to set-offs against insolvent debtors, and there said at page 791 of 73 Cal. App., 239, P. 302, 306, '* * * insolvency itself is a sufficient ground for the application of equita-

ble set-off, and the fact, that the indebtedness on one side is not due when set-off is claimed, constitutes no obstacle to the assertion of the right as against an insolvent, debtor.' "

—Gordon v. Foote,
Cal. App., 7 P. 2d 709, 710. [93]

On the same day, June 10, 1955, after service of the levy, the Bank attempted to exercise its claimed right of set-off of the balance remaining unpaid on the note against the $878.16 on deposit to the credit of the taxpayer. From Exhibit "E" it appears that for the period beginning April 1, 1955, to September 6, 1955, the Bank accepted taxpayer's deposits and honored his withdrawals. The exhibit indicates substantial withdrawals by depositor for several months after the claimed right of set-off.

The Federal tax liens upon all property and rights to property belonging to the taxpayer arose prior to the loan of April 16, 1955, and prior to any right of setoff on the part of the Bank, if such right existed.

The Court's attention has been called to § 8737, Nev. Comp. Laws, 1929, which is as follows:

"Every garnishee shall be allowed to retain or deduct out of the property, effects, or credits of the defendant in his hands all demands against the plaintiff and all demands against the defendant of which he could have availed himself if he had not been summoned as garnishee, whether the same are at the time due or not, * * *."

That this state law cannot give superiority to the Bank's claimed right of setoff over the pre-existing liens is made apparent by Mr. Chief Justice Stone in Michigan v. United States, 317 U.S. 338, 340, where he stated:

"We do not stop to inquire whether this construction of the state statutes is the correct one, for we think the argument ignores the effect of a lien for federal taxes under the supremacy clause of the Constitution. The establishment of a tax lien by Congress is an exercise of its constitutional power 'to lay and collect taxes.' Article I, § 8 of the Constitution. United States v. Snyder, 149 U. S. 210. And laws of Congress enacted pursuant to the Constitution are by Article VI of the Constitution declared to be 'the supreme law of the land; and the judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the Contrary notwithstanding.'

" 'It is of the very nature and essence of a lien, that no matter into whose hands the property [94] goes, it passes cum onere.' * * * Hence, it is not debatable that a tax lien imposed by a law of Congress, as we have held the present lien is imposed, cannot, without the consent of Congress, be displaced by later liens imposed by authority of any state law or judicial decision. United States v. Snyder, supra; United States v. Greenville, 118 F. 2d 963."

Even if any rights the Bank might have had under the Nevada statute had the dignity of a lien,

no right under that statute could displace the prior tax liens existing here.

On June 10, 1955, and prior thereto, the amount on deposit to the credit of Bentley was burdened with the prior existing Federal tax liens. On that date Bentley was solvent and the note of April 16, 1955, had not matured and would not become payable prior to August 14, 1955, in the absence of a demand. In the face of these facts, the Bank had no right to setoff and apply the funds in Bentley's account on the promissory note.

Upon the stipulation of the parties, the Court finds:

Findings of Fact

1. This is a civil action for the collection of taxes; jurisdiction over this suit is granted by §§ 1340 and/or 1345 of Title 28, U.S.C.A. This suit has been authorized by the Commissioner of Internal Revenue of the United States and has been brought under the direction of the Attorney General of the United States.

2. The defendant is a corporation organized and existing under the laws of the State of Nevada with its principal place of business in Las Vegas, Clark County, Nevada.

3. On November 15, 1954, certain Withholding and Federal Insurance Contributions Act taxes for the calendar year 1954 in the amount of $804.50 were assessed against J. D. Bentley of Las Vegas, Nevada, hereinafter referred to as the [95] tax-

payer. Thereafter, and on November 16, 1954, taxpayer was notified of this assessment and demand was made upon him to pay it, but he has refused to do so.

4. On January 12, 1955, a notice of tax lien pertaining to this assessment of Withholding and Federal Insurance Contributions Act taxes was filed in the Office of the County Recorder, Clark County, Nevada, Exhibit "A."

5. On February 28, 1955, and on August 31, 1954, the taxpayer submitted to the Bank of Nevada financial statements, Exhibits "B" and "B-1," respectively.

6. On March 1, 1955, certain Federal Excise taxes for the calendar year 1954 in the amount of $187.51 were assessed against the taxpayer, and on that same date the taxpayer was notified of this assessment and demand was made upon him to pay it, but he has refused to do so.

7. On April 16, 1955, J. D. Bentley and his wife, Doris L. Bentley, borrowed $2,000 from the Bank of Nevada and executed a promissory note in favor of the Bank for that amount, Exhibit "C."

8. On May 31, 1955, the taxpayer submitted to the Bank of Nevada another financial statement, Exhibit "D."

9. On June 10, 1955, the taxpayer had on deposit in an account with the Bank of Nevada the sum of not less than $878.16, Exhibit "E." On that day,

June 10, 1955, the District Director of Internal Revenue, through H. L. Collomb, Collection Officer, served a Notice of Levy, Form 668-A, upon the Bank of Nevada by delivering it to E. K. Phillips, Assistant Cashier, at 1:45 p.m. This Notice of Levy covered both of the assessments, referred to in Findings Nos. 3 and 6, together with statutory additions thereto, Exhibit "F."

10. On that same day, A. M. Smith, Vice-President and Manager of the First and Fremont Branch of the Bank of Nevada, [96] wrote to H. L. Collomb, Collection Officer, as follows:

"This will acknowledge receipt of your Notice of Levy against J. D. Bentley, which was served on our Mr. Phillips at 1:45 p.m. today.

"I would like to take this opportunity to inform you that we have exercised our right to setoff and applied the funds in this account to an unsecured indebtedness held at this bank; consequently, there are no funds available under your levy."

The "unsecured indebtedness" referred to in this letter was the balance of the note referred to above in Finding No. 7, which, at the time of the levy, amounted to approximately $1,500.

11. The Bank of Nevada did, on the 10th day of June, 1955, subsequent to 1:45 p.m. of said day, exercise its "claimed" right of setoff and applied the funds in this account to the taxpayer's unsecured indebtedness.

12. On June 13, 1955, a notice of Federal tax lien pertaining to the assessment of Federal Excise taxes was filed in the Office of the County Recorder, Clark County, Nevada, Exhibit "G."

13. On June 14, 1955, the District Director of Internal Revenue, through H. L. Collomb, Collection Officer, served a Final Demand, Form 668-C, upon the Bank of Nevada by delivering it to A. M. Smith, Vice-President and Manager of the First and Fremont Branch of the Bank of Nevada, at 11:10 a.m., Exhibit "H."

Conclusions of Law

The Court concludes:

1. That plaintiff's tax liens are paramount and valid liens and that plaintiff is entitled to judgment in the amount of $878.16 plus legal interest and costs as provided by § 6332, Internal Revenue Code, 1954, 26 U.S.C.A., § 6332.

The plaintiff, United States of America, shall submit [97] a form of judgment to the Court for approval.

Dated: This 14th day of March, 1957.

/s/ ROGER T. FOLEY,
United States District Judge.

[Endorsed]: Filed March 14, 1957. [98]

In the United States District Court
for the District of Nevada

UNITED STATES OF AMERICA,

Plaintiff,

vs.

BANK OF NEVADA,

Defendant.

JUDGMENT

This matter having been submitted to the Court upon a stipulation of facts together with attached exhibits and a supplemental stipulation; and the arguments of counsel having been heard; and the Court having made its findings of fact and conclusions of law, now makes its judgment.

It Is Hereby Ordered, Adjudged, and Decreed, that the Bank of Nevada, defendant herein, pay to the plaintiff herein, United States of America, the sum of $878.16, together with interest thereon at the rate of 6 per centum per annum from June 10, 1955, to the date of entry of this judgment and plaintiff's costs incurred herein.

Dated this 29th day of March, 1957.

/s/ ROGER T. FOLEY,
United States District Judge.

[Endorsed]: Filed March 29, 1957. [99]

[Title of District Court and Cause.]

NOTICE OF APPEAL

Notice Is Hereby Given that Bank of Nevada, Defendant above named, hereby appeals to the United States Court of Appeals for the Ninth Circuit from the final judgment entered in this action on the 29th day of March, 1957.

/s/ MILTON W. KEEFER,
Attorney for Defendant.

Receipt of copy acknowledged.

[Endorsed]: Filed April 5, 1957. [100]

[Title of District Court and Cause.]

DESIGNATION OF RECORD ON APPEAL

Appellant, Bank of Nevada, designates the following portions of the record, constituting the entire record, proceedings, and evidence to be contained in the record on appeal in this action:

1. Complaint on file herein.
2. Defendant's Answer to Complaint on file herein.
3. Pretrial Order, dated August 28, 1956.
4. Stipulation of Facts, entered the 28th day of August, 1956, together with the Supplemental Stipulation entered the 29th day of October, 1956.
5. Exhibit A, Exhibit B, Exhibit B1, Exhibit C,

Exhibit D, Exhibit E, Exhibit F, Exhibit G and Exhibit H.

6. Brief for the Plaintiff. [103]

7. Brief for the Defendant.

8. Plaintiff's Supplemental Citations.

9. Defendant's Reply to Plaintiff's Supplemental Citations.

10. Transcript of Oral Argument of January 17, 1957.

11. Opinion, Findings of Fact and Conclusions of Law, filed March 14, 1957.

12. Judgment, entered March 29, 1957.

13. Notice of Appeal, filed April 5, 1957.

14. This Designation of Record on Appeal.

Dated this 12th day of April, 1957.

/s/ MILTON W. KEEFER,
Attorney for Appellant, Bank of Nevada.

Receipt of copy acknowledged.

[Endorsed]: Filed April 12, 1957. [104]

[Title of District Court and Cause.]

CERTIFICATE OF CLERK

United States of America,
District of Nevada—ss.

I, Oliver F. Pratt, Clerk of the United States District Court for the District of Nevada, do hereby

certify that the attached and accompanying documents are the originals filed in this Court, or true and correct copies thereof, as called for by the Designation of Contents of Record on Appeal filed herein by the appellant, and that they constitute the record on appeal herein.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said District Court this 24th day of April, 1957.

[Seal] OLIVER F. PRATT,
Clerk;

By /s/ RAY MONA SMITH,
Deputy Clerk. [105]

[Endorsed]: No. 15541. United States Court of Appeals for the Ninth Circuit. Bank of Nevada, Appellant, vs. United States of America, Appellee. Transcript of Record. Appeal from the United States District Court for the District of Nevada.

Filed: April 26, 1957.

Docketed: May 2, 1957.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for the Ninth Circuit.

United States Court of Appeals
for the Ninth Circuit

No. 15541

BANK OF NEVADA,

Appellant,

vs.

UNITED STATES OF AMERICA,

Appellee.

STIPULATION

It is hereby stipulated and agreed by and between the Appellant, Bank of Nevada, and the Appellee, United States of America, that there be deleted from the Record on Appeal in the above-entitled action the following, which were designated in the Designation of Record on Appeal, filed April 12, 1957, with the Clerk of the United States District Court:

6. Brief for the Plaintiff.
7. Brief for the Defendant.
8. Plaintiff's Supplemental Citations.
9. Defendant's Reply to Plaintiff's Supplemental Citations.
10. Transcript of Oral Argument of January 17, 1957.

Dated: May 1, 1957.

FRANKLIN RITTENHOUSE,
United States Attorney, and

HOWARD W. BABCOCK,
Assistant U. S. Attorney;

By /s/ HOWARD W. BABCOCK,
Attorneys for Appellee.

/s/ MILTON W. KEEFER,
Attorney for Appellant.

[Endorsed]: Filed May 4, 1957.

[Title of Court of Appeals and Cause.]

STATEMENT OF POINTS

Points upon which Appellant intends to rely on in this Appeal are as follows:

1. That the Court erred in finding the Plaintiff's tax liens were paramount and valid liens.

2. The Court erred in finding the sum on deposit with the Defendant Bank in the account of the taxpayer was, at the time of the service of Notice of Levy by the District Director of the Internal Revenue Bureau, property of Bentley, the taxpayer.

3. The Court erred in finding that it was the intention of the parties that the Note was to become due August 14, 1955, unless in the meantime a final demand by the Bank for payment was made.

4. The Court erred in finding that at the time of the service of the Levy, no part of the obligation secured by the Note was due.

5. The Court erred in finding that on June 10, 1955, and prior thereto, the amount on deposit to the credit of taxpayer,

6. The Court erred in finding that the federal tax liens upon all property and rights to property belonging to the taxpayer arose prior to the loan of April 16, 1955, and prior to any right of setoff on the part of the Bank.

7. The Court erred in not finding that the Bank had a right of setoff and applying the funds in Bentley's, the taxpayer's, account on the Promissory Demand Note then due and owing to the Bank.

8. The judgment entered pursuant thereto is contrary to law.

9. The judgment entered pursuant thereto is contrary to the evidence.

MILTON W. KEEFER, and
MAHLON B. BROWN,

By /s/ MILTON W. KEEFER,
Attorneys for Defendant.

Receipt of copy acknowledged.

[Endorsed]: Filed May 4, 1957.

[Title of Court of Appeals and Cause.]

DESIGNATION OF RECORD ON APPEAL

Appellant, Bank of Nevada, designates the following portions of the record, constituting the entire record, proceedings, and evidence to be contained in the record on appeal in this action:

1. Complaint on file herein.

2. Defendant's Answer to Complaint on file herein.

3. Pretrial Order, dated August 28, 1956.

4. Stipulation of Facts entered the 28th day of August, 1956, together with the Supplemental Stipulation entered the 29th day of October, 1956, together with all Exhibits attached thereto marked Exhibits "A" through "H," inclusive.

5. Opinion, Findings of Fact and Conclusions of Law, filed March 14, 1957.

6. Judgment, entered March 29, 1957.

7. Notice of Appeal, filed April 5, 1957.

8. Stipulation eliminating Briefs and Citations for Plaintiff and Defendant and transcript of oral argument of counsel from the Record on Appeal.

9. The Designation of Record on Appeal, filed April 12, 1957, with the Clerk of the United States District Court for the District of Nevada.

10. The Appellant's statement of points upon which he intends to rely.

11. This Designation of Record on Appeal.

Dated this 3rd day of May, 1957.

MILTON W. KEEFER, and
MAHLON B. BROWN,

By /s/ MILTON W. KEEFER,
Attorneys for Defendant-
Appellant, Bank of Nevada.

Receipt of copy acknowledged.

[Endorsed]: Filed May 4, 1957.

14

(14)

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE

Form 668
(Rev. June 1950)

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

DISTRICT: Reno

SER. NO. 1277

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned statutes the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER

J. D. Bentley

RESIDENCE OR PLACE OF BUSINESS

205 Fremont Street, Las Vegas, Nevada.

NATURE OF TAX	ACCOUNT NO.	YEAR OR TAXABLE PERIOD	ASSESSMENT DATE	AMOUNT OF ASSESSMENT
WT-FICA	11-54 514-5	3Q54	11-15-54	$ 804.50
			TOTAL	$ 804.50

WITNESS my hand at Reno, Nevada, on this,

the 3rd day of January, 19 55

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
(sgd) V. W. EVANS		

NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien. G.C.M. 26419, C.B. 1946-1, 125.)

Exhibit "A"

11A

(15)

FINANCIAL STATEMENT
INDIVIDUAL OR PARTNERSHIP

FINANCIAL STATEMENT OF

NAME Boulder Trading Post

ADDRESS 502 Fremont St.

To BANK OF NEVADA
LAS VEGAS NEVADA

Account of First & Fremont Branch

BUSINESS Jewelry & Novelties

AT CLOSE OF BUSINESS February 28th, 1955

THE UNDERSIGNED FOR THE PURPOSE OF PROCURING AND ESTABLISHING CREDIT FROM TIME TO TIME WITH YOU AND TO INDUCE YOU TO PERMIT THE UNDERSIGNED TO BECOME INDEBTED TO YOU ON NOTES, ENDORSEMENTS, GUARANTIES, OVERDRAFTS OR OTHERWISE, FURNISHES THE FOLLOWING AS BEING A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF THE UNDERSIGNED ON THE ABOVE DATE AND AGREES TO NOTIFY YOU IMMEDIATELY OF THE EXTENT AND CHARACTER OF ANY MATERIAL CHANGE IN SAID FINANCIAL CONDITION AND ALSO AGREES THAT IF THE UNDERSIGNED OR ANY ENDORSER OR GUARANTOR OF ANY OF THE OBLIGATIONS OF THE UNDERSIGNED AT ANY TIME FAILS IN BUSINESS OR BECOMES INSOLVENT OR COMMITS AN ACT OF BANKRUPTCY OR IF ANY DEPOSIT ACCOUNT OF THE UNDERSIGNED WITH YOU OR ANY OTHER PROPERTY OF THE UNDERSIGNED HELD BY YOU OR ATTEMPTED TO BE OBTAINED OR HELD BY WRIT OF EXECUTION, GARNISHMENT, ATTACHMENT OR OTHER LEGAL PROCESS OR IF ANY OF THE REPRESENTATIONS MADE BELOW PROVE TO BE UNTRUE OR IF THE UNDERSIGNED FAILS TO NOTIFY YOU OF ANY MATERIAL CHANGE AS ABOVE AGREED THEN AND IN SUCH CASE AT YOUR OPTION ALL OF THE OBLIGATIONS OF THE UNDERSIGNED TO YOU OR HELD BY YOU SHALL IMMEDIATELY BECOME DUE AND PAYABLE WITHOUT DEMAND OR NOTICE. THIS STATEMENT SHALL BE CONSTRUED BY YOU TO BE A CONTINUING STATEMENT OF THE CONDITION OF THE UNDERSIGNED AND A NEW AND ORIGINAL STATEMENT OF ALL ASSETS AND LIABILITIES UPON SUCH AND EVERY TRANSACTION IN AND BY WHICH THE UNDERSIGNED HEREAFTER BECOMES INDEBTED TO YOU UNTIL THE UNDERSIGNED NOTIFIES YOU IN WRITING TO THE CONTRARY.

ASSETS	DOLLARS	CENTS
CASH IN Bank of Nevada	1 135	00
CASH ON HAND Petty Cash	150	00
NOTES RECEIVABLE AND TRADE ACCEPTANCES (NOT PLEDGED) * LESS RESERVE	24 000	00
ACCOUNTS RECEIVABLE * LESS RESERVES	20 000	00
* DO NOT INCLUDE AMOUNTS DUE FROM PARTNERS, EMPLOYEES OR RELATIVES HERE * MARK		
MERCHANDISE FINISHED HOW VALUED	22 137	38
MERCHANDISE UNFINISHED HOW VALUED		
MERCHANDISE RAW MATERIAL HOW VALUED		
STOCKS AND BONDS LISTED AS PER SCHEDULE ON REVERSE		
STOCKS AND BONDS PLEDGED WITH BROKERS		
Loans Valuation	6 300	00
TOTAL CURRENT	61 752	73
STOCKS AND BONDS UNLISTED AS PER SCHEDULE ON REVERSE		
REAL ESTATE AS PER SCHEDULE ON REVERSE	193 736	00
MACHINERY & FIXTURES & X	17 856	00
AUTOMOBILES	1 693	91
*NOTES AND ACCOUNTS DUE FROM PARTNERS, RELATIVES, ETC. *		
CASH VALUE LIFE INSURANCE		
OTHER ASSETS DESCRIBE		
TOTAL	277 982	36

LIABILITIES		DOLLARS	CENTS
NOTES PAYABLE & TRADE ACCEPTANCES FOR MERCHANDISE	SECURED		
NOTES PAYABLE & TRADE ACCEPTANCES FOR MERCHANDISE	UNSECURED	2 [illegible]	00
NOTES PAYABLE TO BANKS	SECURED	3 [illegible]	37
NOTES PAYABLE TO BANKS	UNSECURED	7 [illegible]	23
NOTES PAYABLE TO OTHERS	SECURED		
NOTES PAYABLE TO OTHERS	UNSECURED		
ACCOUNTS PAYABLE	NOT DUE		
ACCOUNTS PAYABLE	PAST DUE	28 002	04
AMOUNTS OWING TO BROKERS			
CHATTEL MORTGAGES			
CONTRACTS OF SALE (OTHER THAN REAL ESTATE)			
ACCRUED TAXES & INTEREST		2 607	93
DEPOSITS OF MONEY WITH US BY RELATIVES OR EMPLOYEES			
TOTAL CURRENT		44 041	56
MORTGAGES OR LIENS ON REAL ESTATE SEE SCHEDULE REVERSE		82 283	56
RESERVE FOR DEPRECIATION		11 714	36
Deposit on Inventory		16 850	00
Loan Due Fed. Banking		17 250	00
NET WORTH		95 843	34
TOTAL		277 982	36

PROFIT AND LOSS STATEMENT FROM ____ TO ____

NET SALES (AFTER RET. SALES AND ALLOWANCES)	34 [illegible]	36
LESS COST OF SALES	6 [illegible]	00
GROSS PROFIT ON SALES	12 [illegible]	36
LESS EXPENSES SALARIES AND WAGES	4 [illegible]	87
INTEREST	29	70
TAXES	250	00
RENT	300	00
BAD DEBTS		
DEPRECIATION	[illegible]	
OTHER EXPENSES	[illegible]	
TOTAL EXPENSES	5 [illegible]	36
NET PROFIT FROM OPERATIONS	6 [illegible]	00
ADD OTHER INCOME (INVESTMENTS, ETC.)		
NET PROFIT		

GIVE TIME OF YEAR WHEN ITEMS BELOW ARE	AT MAXIMUM	AT MINIMUM
NOTES AND ACCOUNTS RECEIVABLE		
STOCK OF MERCHANDISE		
LIABILITIES		
AVERAGE TERMS OF PURCHASE	SALE	
BANK ACCOUNTS (WHERE KEPT OTHER THAN ABOVE)		

RECONCILIATION OF NET WORTH

NET WORTH - LAST STATEMENT SUBMITTED			
ADD NET PROFIT			
OTHER ADDITIONS (EXPLAIN)			
TOTAL			
LESS WITHDRAWALS			
OTHER DEDUCTIONS (EXPLAIN)			
TOTAL DEDUCTIONS			
NET WORTH ON THIS FINANCIAL STATEMENT			

CONTINGENT LIABILITY

AS GUARANTOR

ACCOMMODATION ENDORSEMENTS

ACCOUNTS NOTES OR TRADE ACCEPTANCES DISCOUNTED OR PLEDGED

SURETY ON BONDS OR OTHER CONTINGENT LIABILITY

LETTERS OF CREDIT

CR - 1184

EXHIBIT "B"

11 B

(16)

P.A. 2

INSURANCE

ON MERCHANDISE $ — AUTOMOBILES — PUBLIC LIABILITY $

ON MACHINERY $ — AND TRUCKS — COLLISION $

ON BUILDINGS $ — PROPERTY DAMAGE $

IS FALLEN BUILDING CLAUSE WAIVED IN POLICIES?

DO YOU CARRY EARTHQUAKE INSURANCE? HOW MUCH? $

LIFE INSURANCE? HOW MUCH? $

NAME OF BENEFICIARY

NAME OF COMPANY

DO YOU CARRY WORKMEN'S COMPENSATION INSURANCE?

ARE YOU BORROWING FROM ANY OTHER BRANCH OF THIS BANK?

HAVE YOU APPLIED FOR CREDIT AT ANY OTHER SOURCE?

LEASE HAS YEARS TO RUN MONTHLY RENTAL $

BUY PRINCIPALLY FROM

BOOKS ARE YOUR BOOKS AUDITED BY OUTSIDE ACCOUNTANTS?

IF SO GIVE NAME OF ACCOUNTANTS

TO WHAT DATE HAS INTERNAL REVENUE DEPT EXAMINED YOUR BOOKS CONCERNING FEDERAL TAXES?

BASIS OF STATEMENT IF ACTUAL INVENTORY BY WHOM TAKEN AND DATE?

IF ESTIMATED BY WHOM MADE AND DATE

JUDGMENTS AGAINST US UNSATISFIED OR SUITS PENDING AGAINST US

COMMITMENTS ON UNFINISHED CONTRACTS OR PURCHASE OF GOODS $

SPECIFY ANY OF THE ASSETS OR LIABILITIES ORIGINATING FOR MERCHANDISE HELD ON CONSIGNMENT AND WHICH ARE SUBJECT TO AGENCY AGREEMENT

Earl Phillips Sight

QUESTIONS, IF INDIVIDUAL.

1 WHAT PROPERTY LISTED ON EITHER SIDE OF THIS STATEMENT IS IN JOINT TENANCY?

2 WHAT PROPERTY LISTED ON EITHER SIDE OF THIS STATEMENT IS COMMUNITY PROPERTY?

3 ARE YOU A PARTNER IN ANY OTHER BUSINESS?

4 DO YOU DEAL OR CARRY ACCOUNTS WITH STOCKBROKERS?

QUESTIONS IF PARTNERSHIP

NAMES OF PARTNERS	AMOUNT CONTRIBUTED	OUTSIDE NET WORTH APART FROM THIS FIRM	OTHER BUSINESS CONNECTIONS OF EACH PARTNER

DATE OF ORGANIZATION OF PARTNERSHIP — LIFE OF PARTNERSHIP

NOTE IF OPERATING UNDER FICTITIOUS STYLE EITHER AS AN INDIVIDUAL OR AS A PARTNERSHIP GIVE DATE OF FILING OF SAID STYLE

LIST OF REAL ESTATE AND IMPROVEMENTS WITH ENCUMBRANCES THEREON

DESCRIPTION STREET NUMBER LOCATION	TITLE TO PROPERTY IS IN NAME OF	ASSESSED VALUATION	VALUATION LAND	VALUATION IMPROVEMENTS	MORTGAGES OR LIENS DUE DATE	MORTGAGES OR LIENS AMOUNT	HOLDER OF LIEN
Unfenced House		$	$	$ 30,000.00		$ 894.88	
Unfenced House				90,000.00		37,253.38	
Home Furniture				5,000.00			
California Real Estate				56,273.79		36,544.98	
				191,728.83		82,293.36	

STOCKS AND BONDS: DESCRIBE FULLY. USE SUPPLEMENTAL SHEET IF NECESSARY. INDICATE IF STOCKS ARE COMMON OR PREFERRED GIVE INTEREST RATE AND MATURITY OF BONDS

NUMBER	NAME AND ISSUE	LISTED $	UNLISTED $	NUMBER	NAME AND ISSUE	LISTED $	UNLISTED $

STATEMENT OF BANK OFFICER

WHEREAS AS OUR RECORDS REVEAL THIS FINANCIAL STATEMENT IS ACCURATE AND TRUE THE FORE-GOING STATEMENT IS A COPY OF THE ORIGINAL SIGNED BY THE PARTIES IN THE CREDIT FILES OF THIS BANK

THE AVERAGE DAILY BALANCE FOR THE PAST YEAR HAS BEEN

COMM. A/C $ — SAV. A/C $

BANK OF NEVADA
LAS VEGAS, NEVADA

CASHIER

V. P. & TRES. — MANAGER

I SOLEMNLY DECLARE AND CERTIFY THAT THE ABOVE STATEMENT AND SCHEDULES ON THIS AND THE OPPOSITE SIDE GIVE A TRUE AND COMPLETE ACCOUNT OF THE CONDITION OF OUR (MY) BUSINESS ON THE DAY ABOVE STATED

SIGNATURE /s/ John B. Bentley

NOTE IF YOU HAVE EVER FAILED IN BUSINESS ATTACH A COPY OF ADJUDICATION AND STATE BASIS OF SETTLEMENT WITH CREDITORS

(17)

FINANCIAL STATEMENT
INDIVIDUAL OR PARTNERSHIP

FINANCIAL STATEMENT OF

NAME John W Bradley

ADDRESS 700 Desmond St

Received at ..... Branch

BUSINESS Jewelry and novelties

AT CLOSE OF BUSINESS 1-31 —

Copy sent Mo.

To BANK OF NEVADA
LAS VEGAS, NEVADA

THE UNDERSIGNED, FOR THE PURPOSE OF PROCURING AND ESTABLISHING CREDIT FROM TIME TO TIME WITH YOU AND TO INDUCE YOU TO PERMIT THE UNDERSIGNED TO BECOME INDEBTED TO YOU ON NOTES, ENDORSEMENTS, GUARANTEES, OVERDRAFTS OR OTHERWISE, FURNISHES THE FOLLOWING AS BEING A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF THE UNDERSIGNED ON THE ABOVE DATE, AND AGREES TO NOTIFY YOU IMMEDIATELY OF THE EXTENT AND CHARACTER OF ANY MATERIAL CHANGE IN SAID FINANCIAL CONDITION, AND ALSO AGREES THAT IF THE UNDERSIGNED, OR ANY ENDORSER OR GUARANTOR OF ANY OF THE OBLIGATIONS OF THE UNDERSIGNED, AT ANY TIME FAILS IN BUSINESS OR BECOMES INSOLVENT, OR COMMITS AN ACT OF BANKRUPTCY, OR IF ANY DEPOSIT ACCOUNT OF THE UNDERSIGNED WITH YOU, OR ANY OTHER PROPERTY OF THE UNDERSIGNED HELD BY YOU, BE ATTACHED TO BE GARNISHED OR HELD BY WRIT OF EXECUTION, GARNISHMENT, ATTACHMENT OR OTHER LEGAL PROCESS, OR IF ANY OF THE REPRESENTATIONS MADE BELOW PROVE TO BE UNTRUE, OR IF THE UNDERSIGNED FAILS TO NOTIFY YOU OF ANY MATERIAL CHANGE AS ABOVE AGREED, THEN AND IN SUCH CASE, AT YOUR OPTION, ALL OF THE OBLIGATIONS OF THE UNDERSIGNED TO YOU, OR HELD BY YOU, SHALL IMMEDIATELY BECOME DUE AND PAYABLE, WITHOUT DEMAND OR NOTICE. THIS STATEMENT SHALL BE CONSTRUED BY YOU TO BE A CONTINUING STATEMENT OF THE CONDITION OF THE UNDERSIGNED, AND IS ALSO AND ORIGINAL STATEMENT OF ALL ASSETS AND LIABILITIES UPON EACH AND EVERY TRANSACTION IN AND BY WHICH THE UNDERSIGNED HEREAFTER BECOMES INDEBTED TO YOU, UNTIL THE UNDERSIGNED ADVISES IN WRITING TO THE CONTRARY.

ASSETS	DOLLARS	CENTS
CASH IN (NAME OF BANK)	4 [illegible]	[illegible]
CASH ON HAND	203	00
NOTES RECEIVABLE AND TRADE ACCEPTANCES (NOT PLEDGED)* LESS RESERVES	74 000	00
ACCOUNTS RECEIVABLE OF CUSTOMERS (NOT PLEDGED)* LESS RESERVES (*DO NOT INCLUDE AMOUNTS DUE FROM PARTNERS EMPLOYES OR RELATIVES SEE * BELOW)		
MERCHANDISE FINISHED HOW VALUED Cost	36 317	00
MERCHANDISE—UNFINISHED HOW VALUED		
MERCHANDISE RAW MATERIAL HOW VALUED		
STOCKS AND BONDS LISTED (AS PER SCHEDULE ON REVERSE)		
STOCKS AND BONDS PLEDGED WITH BROKERS Interest accrued	3 400	00
TOTAL CURRENT	22 560	48
STOCKS AND BONDS UNLISTED (AS PER SCHEDULE ON REVERSE)		
REAL ESTATE (AS PER SCHEDULE ON REVERSE)	[illegible]	[illegible]
MACHINERY $ FIXTURES $	17 [illegible]	76
AUTOMOBILES	7 [illegible]	91
*NOTES AND ACCOUNTS DUE FROM PARTNERS RELATIVES EMPLOYES		
CASH VALUE LIFE INSURANCE Loan Value	6 300	00
OTHER ASSETS (DESCRIBE)		
TOTAL	[illegible]	[illegible]

LIABILITIES	DOLLARS	CENTS
NOTES PAYABLE & TRADE ACCEPTANCES FOR MERCHANDISE SECURED		
NOTES PAYABLE & TRADE ACCEPTANCES FOR MERCHANDISE UNSECURED		
NOTES PAYABLE TO BANKS SECURED	[illegible]	[illegible]
NOTES PAYABLE TO BANKS UNSECURED	[illegible]	[illegible]
NOTES PAYABLE TO OTHERS SECURED		
NOTES PAYABLE TO OTHERS Mrs Bradley UNSECURED	13 [illegible]	[illegible]
ACCOUNTS PAYABLE NOT DUE	[illegible]	[illegible]
ACCOUNTS PAYABLE PAST DUE	[illegible]	[illegible]
AMOUNTS OWING TO BROKERS		
CHATTEL MORTGAGES		
CONTRACTS OF SALE (OTHER THAN REAL ESTATE)		
ACCRUED TAXES & INTEREST	[illegible]	[illegible]
DEPOSITS OF MONEY WITH US BY RELATIVES OR EMPLOYES		
TOTAL CURRENT	38 [illegible]	16
MORTGAGES OR LIENS ON REAL ESTATE (SEE SCHEDULE REVERSE)	89 000	00
RESERVE FOR DEPRECIATION	1 [illegible]	[illegible]
NET WORTH	17 [illegible]	[illegible]
TOTAL	[illegible]	[illegible]

PROFIT AND LOSS STATEMENT FROM ____ TO ____

NET SALES (AFTER RET SALES AND ALLOWANCES)	[illegible]
LESS COST OF SALES	[illegible]
GROSS PROFIT ON SALES	[illegible]
LESS EXPENSES SALARIES AND WAGES	[illegible]
INTEREST	[illegible]
TAXES	[illegible]
RENT	[illegible]
BAD DEBTS	
DEPRECIATION	
OTHER EXPENSES	[illegible]
TOTAL EXPENSES	19 [illegible]
NET PROFIT FROM OPERATIONS	[illegible]
ADD OTHER INCOME (INVESTMENTS ETC)	[illegible]
NET PROFIT	[illegible]

RECONCILIATION OF NET WORTH

NET WORTH—LAST STATEMENT SUBMITTED	
ADD: NET PROFIT	
OTHER ADDITIONS (EXPLAIN)	
TOTAL	
LESS WITHDRAWALS	
OTHER DEDUCTIONS (EXPLAIN)	
TOTAL DEDUCTIONS	
NET WORTH ON THIS FINANCIAL STATEMENT	

GIVE TIME OF YEAR WHEN ITEMS BELOW ARE	AT MAXIMUM	AT MINIMUM
NOTES AND ACCOUNTS RECEIVABLE		
STOCK OF MERCHANDISE		
LIABILITIES		
AVERAGE TERMS OF PURCHASE	SALE	
BANK ACCOUNTS WHERE KEPT OTHER THAN ABOVE		

CONTINGENT LIABILITY

AS GUARANTOR	
ACCOMMODATION ENDORSEMENTS	
ACCOUNTS NOTES OR TRADE ACCEPTANCES DISCOUNTED OR PLEDGED	
SURETY ON BONDS OR OTHER CONTINGENT LIABILITY	
LETTERS OF CREDIT	

(FILL BLANKS ON OTHER SIDE)

CR [illegible] 8 48

(18)

INSURANCE

ON MERCHANDISE $ — AUTOMOBILES AND TRUCKS — PUBLIC LIABILITY $

ON MACHINERY $ — COLLISION $

ON BUILDINGS $ — PROPERTY DAMAGE $

IS FALLEN BUILDING CLAUSE WAIVED IN POLICIES?

DO YOU CARRY EARTHQUAKE INSURANCE? HOW MUCH? $

LIFE INSURANCE? HOW MUCH? $

NAME OF BENEFICIARY

NAME OF COMPANY

DO YOU CARRY WORKMEN'S COMPENSATION INSURANCE?

BOOKS ARE YOUR $ AUDITED BY OUTSIDE ACCOUNTANT.

IF SO, NAME OF ACCOUNTANT?

TO WHAT DATE HAS INTERNAL REVENUE DEPT EXAMINED YOUR BOOKS CONCERNING FEDERAL TAXES?

BASIS OF STATEMENT AT ACTUAL INVENTORY BY WHOM TAKEN AND DATE?

IF ESTIMATED BY WHOM MADE AND DATE

JUDGMENTS AGAINST US, UNSATISFIED, OR SUITS PENDING AGAINST US

COMMITMENTS OR UNFINISHED CONTRACTS OR PURCHASE OF GOODS $

SPECIFY ANY OF THE ASSETS OR LIABILITIES ORIGINATING FOR MERCHANDISE HELD ON CONSIGNMENT AND WHICH ARE SUBJECT TO AGENCY AGREEMENT.

ARE YOU BORROWING FROM ANY OTHER BRANCH OF THIS BANK?

HAVE YOU APPLIED FOR CREDIT AT ANY OTHER SOURCE?

LEASE HAS YEARS TO RUN MONTHLY RENTAL $

BUY PRINCIPALLY FROM

QUESTIONS, IF INDIVIDUAL.

1. WHAT PROPERTY LISTED ON EITHER SIDE OF THIS STATEMENT IS IN JOINT TENANCY? NAME OF OTHER PARTY Dorine Bentley
2. WHAT PROPERTY LISTED ON EITHER SIDE OF THIS STATEMENT IS COMMUNITY PROPERTY? NAME OF OTHER PARTY
3. ARE YOU A PARTNER IN ANY OTHER BUSINESS? No
4. DO YOU DEAL OR CARRY ACCOUNTS WITH STOCKBROKERS? No IF SO GIVE NAME OF FIRM

QUESTIONS IF PARTNERSHIP

NAMES OF PARTNERS	AMOUNT CONTRIBUTED	OUTSIDE NET WORTH APART FROM THIS FIRM	OTHER BUSINESS CONNECTIONS IF ANY, OF EACH PARTNER

DATE OF ORGANIZATION OF PARTNERSHIP LIFE OF PARTNERSHIP

NOTE IF OPERATING UNDER FICTITIOUS STYLE EITHER AS AN INDIVIDUAL OR AS A PARTNERSHIP, GIVE DATE OF FILING OF SAID STYLE

LIST OF REAL ESTATE AND IMPROVEMENTS WITH ENCUMBRANCES THEREON

DESCRIPTION, STREET NUMBER, LOCATION	TITLE TO PROPERTY IN NAME OF	ASSESSED VALUATION	VALUATION		MORTGAGES OR LIENS		NATURE OF LIEN
			LAND	IMPROVEMENTS	DUE DATE	AMOUNT	
California Real Estate		$	$	90.000.00	Check Mtg	3600	
				4345.75	✓	1400.00	
				9000.00	✓	6000.00	
				28243.75		9000	

STOCKS AND BONDS: DESCRIBE FULLY. USE SUPPLEMENTAL SHEET IF NECESSARY. INDICATE IF STOCKS ARE COMMON OR PREFERRED. GIVE INTEREST RATE AND MATURITY OF BONDS.

NUMBER	NAME AND ISSUE	LISTED	UNLISTED	NUMBER	NAME AND ISSUE	LISTED	UNLISTED
		$	$			$	$

STATEMENT OF BANK OFFICER:
INSOFAR AS OUR RECORDS REVEAL, THIS FINANCIAL STATEMENT IS ACCURATE AND TRUE. THE FOREGOING STATEMENT IS (A COPY OF) (THE ORIGINAL) SIGNED BY THE MAKER, IN THE CREDIT FILES OF THIS BANK.
THE AVERAGE DAILY BALANCE FOR THE PAST YEAR HAS BEEN:

COMM. A/C $ SAV. A/C $

BANK OF NEVADA
LAS VEGAS, NEVADA

VICE-PRES. MANAGER CASHIER

I SOLEMNLY DECLARE AND CERTIFY THAT THE ABOVE STATEMENT, AND SCHEDULES TO THIS AND THE OPPOSITE SIDE GIVE A TRUE AND COMPLETE ACCOUNT OF THE CONDITION OF OUR (MY) BUSINESS ON THE DAY ABOVE STATED.

(SIGNATURE) John D. Bentley

NOTE: IF YOU HAVE EVER FAILED IN BUSINESS, GIVE A COMPLETE EXPLANATION AND STATE AMOUNT OF SETTLEMENT AND CREDITORS

amb EXC (19) NO. [illegible]

25

DISCOUNT $ DUE

$2,000.00 Las Vegas, NEVADA, April [illegible], 1955

ON Demand: [illegible] 19 55 FOR VALUE RECEIVED

I PROMISE TO PAY IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA TO THE ORDER OF THE

BANK OF NEVADA
LAS VEGAS NEVADA

AT ITS OFFICE IN THIS CITY Two Thousand and no - - -

D

(20)

FINANCIAL STATEMENT
INDIVIDUAL OR PARTNERSHIP

FINANCIAL STATEMENT OF

Received at First & Fremont Branch

FROM Bentley's Trading Post

BUSINESS Jewelry & Novelty

ADDRESS 205 Fremont St., Las Vegas, Nevada

AT CLOSE OF BUSINESS May 31, 1955

To BANK OF NEVADA
LAS VEGAS NEVADA

THE UNDERSIGNED FOR THE PURPOSE OF PROCURING AND ESTABLISHING CREDIT FROM TIME TO TIME WITH YOU AND TO INDUCE YOU TO PERMIT THE UNDERSIGNED TO BECOME INDEBTED TO YOU ON NOTES ENDORSEMENTS GUARANTEES OVERDRAFTS OR OTHERWISE FURNISHES THE FOLLOWING AS BEING A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF THE UNDERSIGNED ON THE ABOVE DATE AND AGREES TO NOTIFY YOU IMMEDIATELY OF THE EXTENT AND CHARACTER OF ANY MATERIAL CHANGE IN SAID FINANCIAL CONDITION AND ALSO AGREES THAT IF THE UNDERSIGNED OR ANY ENDORSER OR GUARANTOR OF ANY OF THE OBLIGATIONS OF THE UNDERSIGNED AT ANY TIME FAILS IN BUSINESS OR BECOMES INSOLVENT OR COMMITS AN ACT OF BANKRUPTCY OR IF ANY DEPOSIT ACCOUNT OF THE UNDERSIGNED WITH YOU OR ANY OTHER PROPERTY OF THE UNDERSIGNED HELD BY YOU BE ATTEMPTED TO BE OBTAINED OR HELD BY WRIT OF EXECUTION GARNISHMENT ATTACHMENT OR OTHER LEGAL PROCESS OR IF ANY OF THE REPRESENTATIONS MADE BELOW PROVE TO BE UNTRUE OR IF THE UNDERSIGNED FAILS TO NOTIFY YOU OF ANY MATERIAL CHANGE AS ABOVE AGREED THEN AND IN SUCH CASE AT YOUR OPTION ALL OF THE OBLIGATIONS OF THE UNDERSIGNED TO YOU OR HELD BY YOU SHALL IMMEDIATELY BECOME DUE AND PAYABLE WITHOUT DEMAND OR NOTICE THIS STATEMENT SHALL BE CONSTRUED BY YOU TO BE A CONTINUING STATEMENT OF THE CONDITION OF THE UNDERSIGNED AND A NEW AND ORIGINAL STATEMENT OF ALL ASSETS AND LIABILITIES UPON EACH AND EVERY TRANSACTION IN AND BY WHICH THE UNDERSIGNED HEREAFTER BECOMES INDEBTED TO YOU UNTIL THE UNDERSIGNED ADVISES IN WRITING TO THE CONTRARY

ASSETS		DOLLARS	CENTS
CASH IN	Balboa Bank	543	44
NOTES OR DRAFTS RECEIVABLE ON HAND	Bank of Nevada	995	00
NOTES RECEIVABLE DISCOUNTED	Advances on Inventories	18 000	00
ACCOUNTS RECEIVABLE OF CUSTOMERS (SEE SCHEDULE) LESS RESERVE		10 031	88
MERCHANDISE FINISHED HOW VALUED	Est	32 000	00
MERCHANDISE UNFINISHED HOW VALUED			
MERCHANDISE RAW MATERIAL HOW VALUED			
STOCKS AND BONDS LISTED AS PER SCHEDULE ON REVERSE			
STOCKS AND BONDS PLEDGED WITH BROKERS			
	Leasehold Improvem'n	6	300 00
	TOTAL CURRENT	67	870 32
STOCKS AND BONDS UNLISTED AS PER SCHEDULE ON REVERSE			
REAL ESTATE AS PER SCHEDULE ON REVERSE		159 722	22
MACHINERY $ FIXTURES $		17 016	89
AUTOMOBILES		7 493	91
NOTES AND ACCOUNTS DUE FROM OFFICERS (NOT FROM SALES)			
CASH VALUE LIFE INSURANCE			
OTHER ASSETS DESCRIBE			
TOTAL		252	103 34

LIABILITIES			DOLLARS	CENTS
NOTES PAYABLE & TRADE ACCEPTANCES FOR MERCHANDISE	Estimated		17 900	00
NOTES PAYABLE & TRADE ACCEPTANCES FOR MERCHANDISE		UNSECURED		
NOTES PAYABLE TO BANKS	B of N	SECURED	670	00
NOTES PAYABLE TO BANKS		UNSECURED		
NOTES PAYABLE TO OTHERS		SECURED		
NOTES PAYABLE TO OTHERS		UNSECURED		
ACCOUNTS PAYABLE		NOT DUE		
ACCOUNTS PAYABLE		PAST DUE		
AMOUNTS OWING TO BROKERS				
CHATTEL MORTGAGES				
CONTRACTS OF SALE OTHER THAN REAL ESTATE	Auto		3 700	00
ACCRUED TAXES & INTEREST	Estimated		2 500	00
DEPOSITS OF MONEY WITH US BY RELATIVES OR EMPLOYEES				
TOTAL CURRENT			24 770	00
MORTGAGES OR LIENS ON REAL ESTATE SEE SCHEDULE REVERSE			86 157	00
RESERVE FOR DEPRECIATION			13 214	10
Deposit on Invent (In litigation)			26 800	00
Capitol Mrs. Bentley			17 500	00
NET WORTH Mr. Bentley			83 662	24
TOTAL			252 103	34

PROFIT AND LOSS STATEMENT FROM 1-1-55 TO 5-31-55

NET SALES AFTER RET SALES AND ALLOWANCES	44	554 72
LESS COST OF SALES	26	732 84
GROSS PROFIT ON SALES 40%	17	821 88
LESS EXPENSES SALARIES AND WAGES	0	255 37
INTEREST		AP 59
TAXES		620 77
RENT	1	950 00
BAD DEBTS		
DEPRECIATION Estimated	1	500 00
OTHER EXPENSES	1	520 56
TOTAL EXPENSES	14	945 29
NET PROFIT FROM OPERATIONS		
ADD OTHER INCOME (INVESTMENTS ETC)		
NET PROFIT	2	876 59

GIVE TIME OF YEAR WHEN ITEMS BELOW ARE	AT MAXIMUM	AT MINIMUM
NOTES AND ACCOUNTS RECEIVABLE		
STOCK OF MERCHANDISE		
LIABILITIES		
AVERAGE TERMS OF PURCHASE	SALE	
BANK ACCOUNTS WHERE KEPT OTHER THAN ABOVE		

RECONCILIATION OF NET WORTH

NET WORTH LAST STATEMENT SUBMITTED			
ADD NET PROFIT			
OTHER ADDITIONS (EXPLAIN)			
TOTAL			
LESS WITHDRAWALS			
OTHER DEDUCTIONS EXPLAIN			
TOTAL DEDUCTIONS			
NET WORTH ON THIS FINANCIAL STATEMENT			

CONTINGENT LIABILITY

AS GUARANTOR

ACCOMMODATION ENDORSEMENTS

ACCOUNTS NOTES OR TRADE ACCEPTANCES DISCOUNTED OR PLEDGED

SURETY OR BONDS OR OTHER CONTINGENT LIABILITY

LETTERS OF CREDIT

CONTINUED ON OTHER SIDE

CR 1 11 54

EXHIBIT "O"

E.D

(21)

INSURANCE

ON MERCHANDISE $ — AUTOMOBILES AND TRUCKS — PUBLIC LIABILITY $

ON MACHINERY $ — COLLISION $

ON BUILDINGS $ — PROPERTY DAMAGE $

IS FALLEN BUILDING CLAUSE WAIVED IN POLICIES?

DO YOU CARRY EARTHQUAKE INSURANCE? HOW MUCH? $

LIFE INSURANCE? HOW MUCH? $

NAME OF BENEFICIARY

NAME OF COMPANY

DO YOU CARRY WORKMEN'S COMPENSATION INSURANCE?

BOOKS ARE YOUR BOOKS AUDITED BY OUTSIDE ACCOUNTANTS?

IF SO GIVE NAME OF ACCOUNTANTS

TO WHAT DATE HAS INTERNAL REVENUE DEPT EXAMINED YOUR BOOKS COVERING FEDERAL TAXES?

BASIS OF STATEMENT IF ACTUAL INVENTORY BY WHOM TAKEN AND DATE?

IF ESTIMATED BY WHOM MADE AND DATE

JUDGMENTS AGAINST US UNSATISFIED OR SUITS PENDING AGAINST US

COMMITMENTS OR UNFINISHED CONTRACTS OR PURCHASE OF GOODS $

SPECIFY ANY OF THE ASSETS OR LIABILITIES ORIGINATING FROM MERCHANDISE HELD ON CONSIGNMENT AND WHICH ARE SUBJECT TO AGENCY AGREEMENT?

ARE YOU BORROWING FROM ANY OTHER BRANCH OF THIS BANK?

HAVE YOU APPLIED FOR CREDIT AT ANY OTHER SOURCE?

LEASE HAS YEARS TO RUN MONTHLY RENTAL $

BUY PRINCIPALLY FROM

QUESTIONS. IF INDIVIDUAL.

1 WHAT PROPERTY LISTED ON EITHER SIDE OF THIS STATEMENT IS IN JOINT TENANCY?

2 WHAT PROPERTY LISTED ON EITHER SIDE OF THIS STATEMENT IS COMMUNITY PROPERTY?

3 ARE YOU A PARTNER IN ANY OTHER BUSINESS?

4 DO YOU DEAL OR CARRY ACCOUNTS WITH STOCKBROKERS?

QUESTIONS IF PARTNERSHIP

NAMES OF PARTNERS	AMOUNT CONTRIBUTED	OUTSIDE INTERESTS	OTHER BUSINESS INTERESTS

DATE OF ORGANIZATION OF PARTNERSHIP — LIFE OF PARTNERSHIP

NOTE IF OPERATING UNDER FICTITIOUS STYLE EITHER AS AN INDIVIDUAL OR AS A PARTNERSHIP GIVE DATE OF FILING OF DBA STYLE

LIST OF REAL ESTATE AND IMPROVEMENTS WITH ENCUMBRANCES THEREON

DESCRIPTION STREET NUMBER LOCATION	TITLE TO PROPERTY IS NAME OF	ASSESSED VALUATION	VALUATION LAND	VALUATION IMPROVEMENTS	MORTGAGES OR LIENS DUE DATE	MORTGAGES OR LIENS AMOUNT	HOLDER OF LIEN
Westwood House		$	38,428.48			13400	B of N
Edgewood House			5,000	58,000.00		38000	
Calif. E. E.				58,293.79		34757	
				159,722.27		86,157.00	

STOCKS AND BONDS: DESCRIBE FULLY. USE SUPPLEMENTAL SHEET IF NECESSARY. INDICATE IF STOCKS ARE COMMON OR PREFERRED. GIVE INTEREST RATE AND MATURITY OF BONDS.

NUMBER	NAME AND ISSUE	LISTED $	UNLISTED $	NUMBER	NAME AND ISSUE	LISTED $	UNLISTED $

STATEMENT OF BANK OFFICER

RESPONSE AS OUR RECORDS REVEAL THIS FINANCIAL STATEMENT IS ACCURATE AND TRUE. THE FORE-GOING STATEMENT IS (A COPY OF) (THE ORIGINAL) SIGNED BY THE MAKER IN THE CREDIT FILES OF THIS BANK

THE AVERAGE DAILY BALANCE FOR THE PAST YEAR HAS BEEN:

COMM. A/C $ 500.00 SAV. A/C $

BANK OF NEVADA
LAS [illegible] AS, NEVADA

/s/ A. M. Smith
VICE PRES. MANAGER

I SOLEMNLY DECLARE AND CERTIFY THAT THE ABOVE STATEMENT AND SCHEDULES ON THIS AND THE OPPOSITE SIDE GIVE A TRUE AND COMPLETE ACCOUNT OF THE CONDITION OF OUR (MY) BUSINESS ON THE DAY ABOVE STATED

(SIGNATURE) /s/ John D. Bentley

NOTE IF YOU HAVE EVER FAILED IN BUSINESS ATTACH A COMPLETE EXPLANATION AND STATE BASIS OF SETTLEMENT WITH CREDITORS

SHEET NO. 10

SIGNATURE Ex. "E"

SIGNATURE

SERVICE CHARGE WAIVED BY

HAS SAVINGS ACCT NO.

AFFILIATED WITH

STOCKHOLDER YES ☐ NO ☐

NAME "BITLEY'S TRADING POST" A

ADDRESS 205 Fremont

Las Vegas, Nev.

DATE	OLD BALANCE	AMOUNTS OF REPAIR			DEPOSITS	DATE	NEW BALANCE
APR 155	1,031.21	114.58-	308.35-	159.70-		APR 155	448.58*
APR 255	448.58				219.80	APR 255	668.38*
JAN 455	668.38				418.55	JAN 455	1,086.93*
APR 655	1,086.93				196.95	APR 655	1,283.88*
APR 755	1,283.88				6.00 163.95	APR 755	1,453.83*
APR 8SC	1,453.83	1.95-				APR 8SC	1,451.88*
APR 855	1,451.88	76.50-				APR 855	1,375.38*
APR 955	1,375.38	550.00-			221.40	APR 955	1,046.78*
[illegible]	1,046.78	1,715.56-			550.00	[illegible]	[illegible] 1,107.00
[illegible]	116.78-				216.55	[illegible]	97.77*
[illegible]	97.77	50-	196.07-	212.25-	1,000.00	APR 1455	688.95*
[illegible]	688.95	50- 114.58-	93.99-		200.00 327.35	APR 1555	688.45* 1,773*
[illegible]	2,807.73	65.49- 123.18-	89.22- 229.42-	500.00-	611.00	[illegible]	2,411.42*
[illegible]	2,411.42	1,219.65-	97.47-	57.00-		APR 1955	1,037.30*
[illegible]	1,037.30	74.14- 140.00-	436.10-	500.00-	189.20	APR 2055	76.26*
[illegible]	76.26	[illegible]				[illegible]	1,111.80
[illegible]	1,111.80-				[illegible]	APR 2155	76.26*
[illegible]	76.26	15.00-			216.25	APR 225	277.51*
[illegible]	277.51	[illegible]	7.62-			APR 2355	1,201.10
[illegible]	1,201.10				390.00	APR 2355	269.89*

SHE NO. 10

SIGNATURE _____

SIGNATURE _____

SERVICE CHARGE WAIVED BY _____

HAS SAVINGS ACCT No. _____

AFFILIATED WITH _____

STOCKHOLDER YES ☐ NO ☐

B

NAME BENTLEY'S TRADING POST

ADDRESS 205 Fremont

Las Vegas, Nev.

DATE	OLD BALANCE	CHECKS IN DETAIL			DEPOSITS	DATE	NEW BALANCE
APR2555	26[illegible]	~~300.00~~	50-	50-		APR2555	311.11
APR2555					~~300.00~~	APR2555	~~611.11~~ 611.11*
APR2655	9				514.10	APR2655	782.99*
APR2	[illegible]2.99	50-			190.35	APR2755	972.84*
APR2855	972.84	700.00-				APR2855	272.84*
APR2955	272.84				88.[illegible]3	APR2955	361.37*
MAY 255	361.37				594.09	MAY 255	955.46*
MAY 355	955.46	300.00-				MAY 355	655.46*
MAY 455	655.46	142.30- 114.71-	100.00-	206.75-	223.00 373.20	MAY 455	687.90*
MAY 555	687.90	19.00-	187.44-	136.16-	74.14	MAY 555	419.44*
MAY 555	419.44				202.40	MAY 555	621.84*
MAY 655	621.84	144.48-			189.45	MAY 655	666.81*
MAY 755	666.81				173.33	MAY 755	840.14*
MAY 755	840.14	159.70-				MAY 755	680.44*
MAY 955	680.44				459.10 218.20	MAY 955	1,357.74*
MAY 955	1,357.74	25.00-	100.00-			MAY 955	1,232.74*
MAY10'55	1,232.74				301.75	MAY10'55	1,534.49*
MAY10'55	1,534.49	114.08-	390.00-			MAY10'55	1,030.41*
MAY11'55	1,030.41				213.00	MAY11'55	1,243.41*
MAY11'55	1,243.41	50.00-				MAY11'55	1,193.41*
MAY12'55	1,193.41				300.00	MAY12'55	1,493.41*
MAY12'55	1,493.41	50.00- ~~80.34~~-	~~307.33~~ 307.33	390.00- ~~700.00~~		MAY12'55	1,243.41*

B-106X 4-53

VOUCHER NO. _____

NATURE Ex. "E"

SIGNATURE _____

CHECK CASHED WITH _____

APPROVED WITH _____

DISCOUNTED: YES ☐ NO ☐

NAME BEN-K'S TRADING POST

ADDRESS 205 FREMONT

LAS VEGAS, NEV.

A

DATE	OLD BALANCE	CHECKS IN DETAIL			DEPOSITS	DATE	NEW BALANCE
MAY1255	12418-				26095	MAY1255	183370
[illegible]	18337	4489-	20000-//			[illegible]	[illegible]
[illegible]	6072-				20000-	[illegible]	1[illegible]
MAY1355	13928	20000-				[illegible]	[illegible]
MAY1455	6072-				27795	[illegible]	216834
MAY1655	21633				501000	MAY1655	[illegible]
MAY1655	122633	50- 5000-	50- 51000-	54500//		MAY1655	120334
MAY1755	12033				28000	MAY1755	400334
MAY1755	40033	9747- 100- 20000//	377// 2000- 4000-	18744- 5000-		MAY1755	20135
MAY1755	20135-				377 20000	MAY1755	442
MAY1855	442				28400	MAY1855	28842
MAY1855	28842	3078-				MAY1855	25764
MAY1955	25764				31035	MAY1955	56799
MAY1955	56799	2000-				MAY1955	54799
MAY2055	54799				32505	MAY2055	87304
MAY2055	87304	50-	50-			MAY2055	87204
MAY2155	87204				11300	MAY2155	98504
MAY2155	98504	20000- 9383-	37410-	30755-		MAY2155	956
MAY2355	956				47700	MAY2355	48656
MAY2355	48656	50000//				MAY2355	1344
MAY2355	1344-				50000	MAY2355	48656
MAY2455	48656				29200	MAY2455	77856
MAY2455	77856	5000- 577-	20000-	3960-		MAY2455	48319

B-NOTE 4-60

SHEET NO. —

SIGNATURE

SIGNATURE

SERVICE CHARGE WAIVED BY —

HAS SAVINGS ACCT NO. —

AFFILIATED WITH —

STOCKHOLDER YES ☐ NO ☐

B

NAME BERKLEY'S TRADING POST

ADDRESS 205 FREMONT

LAS VEGAS, NEV.

DATE	OLD BALANCE	CHECKS IN DETAIL			DEPOSITS	DATE	NEW BALANCE
MAY2555	483.19				244.07	MAY2555	727.26
MAY2555	727.26	.50-	30000-	99.60-			
		10.00-	140.00-	455.97-		MAY2555	278.81
MAY2555	278.81-				30000	MAY2555	21.19
MAY2655	21.19				376.75	MAY2655	397.94
MAY2655	397.94	137.16-	350.00	126.37-			
		19.70-				MAY2655	235.29
MAY2655	235.29-				350.00	MAY2655	114.71
MAY2755	114.71				200.00		
					264.30	MAY2755	579.01
MAY2755	579.01	80.00-	200.00-			MAY2755	299.01
MAY2855	299.01				233.55	MAY2855	532.56
MAY2855	532.56	.50-	.50-	253.39-			
		159.70-	59.64-			MAY2855	58.83
MAY3155	58.83				1,512.50	MAY3155	1,571.33
MAY3155	1,571.33	500.00-	500.00-	120.64-		MAY3155	450.69
JUN 155	450.69				171.25	JUN 155	621.94
JUN 155	621.94	200.00-				JUN 155	421.94
JUN 255	421.94				228.43	JUN 255	650.37
JUN 355	650.37				190.35	JUN 355	840.72
JUN 355	840.72	136.50-	350.00-	300.00-			
		257.83-				JUN 355	203.61
JUN 355	203.61-				257.83	JUN 355	54.22
JUN 455	54.22				250.50	JUN 455	304.72
JUN 455	304.72	59.00	290.17	257.83-		JUN 455	302.28
JUN 455	302.28-				59.00		
					290.17	JUN 455	46.89
JUN 655	46.89	88.00-	214.52	200.00			
		240.66-			321.60	JUN 655	374.69
JUN 655	374.69-				200.00		
					214.52	JUN 655	39.83
JUN 755	39.83				394.68	JUN 755	434.51

B 1033 4 53

SHEET NO. 12

SIGNATURE

SIGNATURE

SERVICE CHARGE WAIVED BY

HAS SAVINGS ACCT No.

AFFILIATED WITH

STOCKHOLDER Yes ☐ No ☐

A

NAME LADLEY'S TRADING POST

ADDRESS 205 FREMONT

LAS VEGAS, NEV.

DATE	OLD BALANCE	CHECKS IN DETAIL			DEPOSITS	DATE	NEW BALANCE
JUN 7 55	434.51	89.40-	.50-	.50-		JUN 7 55	344.11*
JUN 8 SC	344.11	2.85-				JUN 8 SC	341.26*
JUN 8 55	341.26	1.00-	17.00-		340.65	JUN 8 55	663.91*
JUN 9 55	663.91				214.25	JUN 9 55	878.16*
JUN10 55	878.16	~~30.00~~ ~~200.00~~	~~103.45~~ 878.16-	~~35.00~~	~~20.00~~	JUN10 55	548.45
JUN10 55	648.45-				~~200.00~~ ~~30.00~~ ~~35.00~~ ~~103.45~~	JUN10 55	20.00*
JUN11 55	20.00	~~20.00~~ 100			191.65	JUN11 55	191.65
JUN11 55	191.65	~~99.93~~	~~508.60~~		271.10	JUN11 55	1,039.78
JUN11 55	1,039.78-				~~99.93~~ ~~508.60~~	JUN11 55	462.75*
JUN13 55	462.75	508.60-	.50-	1.50-	377.80		
					109.25	JUN13 55	439.20*
JUN14 55	439.20				307.50	JUN14 55	746.70*
JUN14 55	746.70	.50-	~~252.23~~	290.17-			
		214.52-				JUN14 55	107.25
JUN14 55	107.2-				~~252.23~~	JUN14 55	241.51*
JUN15 55	241.51				~~293.15~~ 293.15	JUN15 55	534.66*
JUN15 55	534.66	~~100.00~~	200.00-	252.23-		JUN15 55	27.57
JUN15 55	27.57-				~~100.00~~	JUN15 55	72.43*
JUN16 55	72.43	~~304.52~~				JUN16 55	232.16
JUN16 55	232.16-				~~304.52~~	JUN16 55	72.43*
JUN17 55	72.43	.50-				JUN17 55	71.93*
JUN18 55	71.93	.50-	~~1,027.50~~			JUN18 55	956.07
JUN18 55	956.07-				~~1,027.50~~	JUN18 55	71.43*
JUN20 55	71.43				188.72	JUN20 55	260.15*
JUN20 55	260.15				334.07 CK# 1586 to 4035		
					370.55		
					127.60	JUN20 55	1,089.37*

B-108X 4-59

(28)

E+F

NOTICE OF LEVY

(To collect delinquent liability, property, moneys, etc., belonging to taxpayer)

Bank of Nevada, 102 Fremont St., Las Vegas, Nevada.

(You are hereby notified that there is now due, owing, and unpaid from

NAME AND ADDRESS OF TAXPAYER

J. B. Bentley, 205 Fremont St., Las Vegas, Nevada.

(Internal Revenue Service) of Assessor the sum of

One thousand sixty-nine and 70/100- - - - - - - - - - Dollars $ 1,069.70

(Internal Revenue taxes, to wit:

PERIOD AND TYPE OF TAX	DATE OF ASSESSMENT	ACCOUNT NO.	UNPAID BALANCE	STATUTORY ADDITIONS	TOTAL
3954 WT-P (Oh	11-15-54	11-54 514	$ 804.50	$ 73.01	$ 877.51
4954 Excise	3-1-55	2-55 70505	187.51	4.68	192.19
				TOTAL AMOUNT DUE	$ 1,069.70

You are further notified that demand has been made upon the taxpayer for the amount set forth herein, and that such amount is still due, owing, and unpaid from this taxpayer, and that the lien provided for by Section 6321, Internal Revenue Code of 1954, now exists upon all property or rights to property belonging to the aforesaid taxpayer. Accordingly, you are further notified that all property, rights to property, moneys, credits, and bank deposits now in your possession and belonging to this taxpayer (or with respect to which you are obligated) and all sums of money or other obligations owing from you to this taxpayer are hereby levied upon and seized for satisfaction of the aforesaid tax, together with all additions provided by law, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth herein, or for such lesser sum as you may be indebted to him, to be applied as a payment on his tax liability.

Dated at Las Vegas, Nevada this 10th day of June 19 55

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
K. W. Evans	Wendell A. Ruby	Group Supervisor - Collections

CERTIFICATE OF SERVICE

I hereby certify that this levy was served by handing a copy of this notice of levy to

NAME OF PERSON SERVED

R. R. Rhinehart Asst. Cashier

on June 12, 1955, at 12:30 p.m.

(Signature of Person Serving)

(Exhibit "E")

(29)

Exh 56

NOTICE OF FEDERAL TAX LIEN UNDER INTERNAL REVENUE LAWS

Reno, Nevada

LV-29

Pursuant to the provisions of Sections 6321, 6322, and 6323 of the Internal Revenue Code of 1954, notice is hereby given that there have been assessed under the Internal Revenue laws of the United States against the following-named taxpayer, taxes (including interest and penalties) which after demand for payment thereof remain unpaid, and that by virtue of the above-mentioned sections the amount of said taxes, together with penalties, interest, and costs that may accrue in addition thereto, is a lien in favor of the United States upon all property and rights to property belonging to said taxpayer, to wit:

NAME OF TAXPAYER
J. D. Bentley

RESIDENCE OR PLACE OF BUSINESS
305 Fremont St., Las Vegas, Nevada.

NATURE OF TAX	ACCOUNT NO.	YEAR OR TAXABLE PERIOD	ASSESSMENT DATE	AMOUNT OF ASSESSMENT
EXCISE	2-55 70505	4054	23C 3-1-55	$ 187.51
		TOTAL		$ 187.51

WITNESS my hand at Las Vegas, Nevada, on this, the 13th day of June, 19 55

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
(sgd) V. W. EVANS	(sgd) WENDELL D. RUBY	Group Supervisor Collections

NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien. G.C.M. 20610, C.B. 1939-1, 125.)

Exhibit "9"

11p

(30) Ex. "H"

Form 668-C
(Rev. Jan. 1950)

U. S. TREASURY DEPARTMENT - INTERNAL REVENUE SERVICE

FINAL DEMAND

DISTRICT: Reno, Nevada

DATE: June 14, 1955

TO:

Bank of Nevada, 102 Fremont St., Las Vegas, Nevada.

On June 10th, 1955 there was served upon you a levy, by leaving with E. E. Phillips, Asst. Cashier at 102 Fremont St. a notice of levy, on all property, rights to property, moneys, credits and bank deposits then in your possession, to the credit of, belonging to, or owned by J. D. Beatley of 205 Fremont St., who was at the time, and still is, indebted to the United States of America for unpaid internal revenue taxes, together with statutory additions which had accrued thereon at the time of levy, and which amounted at that time to the sum of $1,069.70. Demand was made upon you for the amount set forth in the notice of levy, or for such lesser sum as you may have been indebted to the taxpayer, which demand has not been met.

Your attention is invited to the provisions of Section 6332, Internal Revenue Code of 1954, as follows:

SEC. 6332. SURRENDER OF PROPERTY SUBJECT TO LEVY.

(a) Requirement.—Any person in possession of (or obligated with respect to) property or rights to property subject to levy upon which a levy has been made shall, upon demand of the Secretary or his delegate, surrender such property or rights (or discharge such obligation) to the Secretary or his delegate, except such part of the property or rights as is at the time of such demand, subject to an attachment or execution under any judicial process.

(b) Penalty For Violation.—Any person who fails or refuses to surrender as required by subsection (a) any property or rights to property, subject to levy, upon demand by the Secretary or his delegate, shall be liable in his own person and estate to the United States in a sum equal to the value of the property or rights not so surrendered, but not exceeding the amount of the taxes for the collection of which such levy has been made, together with costs and interest on such sum at the rate of 6 percent per annum from the date of such levy.

(c) Person Defined.—The term "person," as used in subsection (a), includes an officer or employee of a corporation or a member or employee of a partnership, who as such officer, employee, or member is under a duty to surrender the property or rights to property, or to discharge the obligation.

Demand is again made for the amount set forth in the notice of levy, $1,069.70, or for such lesser sum as you may have been indebted to the taxpayer at the time the notice of levy was served. If you comply with this final demand within five days from its service, no action will be taken to enforce the provisions of section 6332 of the Internal Revenue Code. If, however, this demand is not complied with within five days from the date of its service, it will be deemed to be finally refused by you and proceedings may be instituted by the United States as authorized by the statute quoted above.

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
K. W. Evans	Wingfield R. Ruby	Group Supervisor - Collections

CERTIFICATE OF SERVICE

I hereby certify that this Final Demand was served by handing a copy thereof to:

NAME	TITLE	
A. M. Smith	Vice President & Manager	
PLACE	DATE	TIME
First & Fremont Branch, Bk of Nevada	6/14/55	11:10 AM
COLLECTION OFFICER (Signature)		DATE 6-15-55

Service witnessed by

PROTECTION OFFICER

Exhibit "N" [Endorsed]: Filed Aug. 29, 1956.

SIGNATURE E. E.

SIGNATURE

DATE	OLD BALANCE						
JUN21'55	1,09[illegible]	[illegible]					
JUN22'55	654.82	390.00-			184.54	[illegible]	449.36
JUN23'55	449.36				294.30	[illegible]	[illegible]
JUN23'55	743.66	229.42-				[illegible]	[illegible]
JUN24 1955	514.24	.50-	245.96-	30.00-		[illegible]	[illegible]
JUN27'55	237.78				388.88	JUN27'55	626.66*
JUN30'55	626.66				[illegible]	[illegible]	[illegible]
JUL 1'55	756.70				[illegible]	[illegible]	[illegible]
JUL 2'55	1,056.70				[illegible]	[illegible]	1,253.85*
JUL 2'55	1,253.85	~~300.00~~	1,032.50-		[illegible]	[illegible]	[illegible]
JUL 2'55	278.65-				[illegible]	[illegible]	[illegible]
JUN 5'55	221.35				384.50		
					134.00		
					474.79	JUN 5'55	1,215.64*
JUL 6'55	1,215.64	.50-	~~540.00~~	1,000.00-	118.00	JUL 6'55	[illegible]
JUL 6'55	206.86-				~~540.00~~	JUL 6'55	[illegible]
JUL 8'55	333.14	.50-				JUL 8'55	[illegible]
JUL11'55	332.64	304.59-				JUL11'55 304.59	28.05*
JUL12 SC	28.05	2.40-				JUL12 SC	25.65*
JUL14'55	25.65	~~540.00~~				JUL14'55	514.35*
JUL14'55	514.35-				~~540.00~~	JUL14'55	25.65*
JUL18'55	25.65	.50-				JUL18'55	25.15*
JUL29'55	25.15				500.00	JUL29'55	[illegible]
JUL29'55	~~525.15~~	500.00-	4.40-			JUL29'55	[illegible]
AUG10 SC	20.75	.80-				AUG10 SC	19.95
AUG18'55	19.95				355.70	AUG18'55	375.65*
SEP 2'55	375.65	200.00-			343.87	SEP 2'55	519.52*
SEP 3'55	519.52	68.07-	63.69-		276.00		
					2,000.00	SEP 3'55	1,477.55*
~~SEP 6'55~~	~~1,477.55~~	~~50.00~~	~~70.38~~	~~300.00~~			
B-106X 4-58						SEP 6'55	1,057.17*